Supreme Court, U.S.
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IN THE

Supreme Court of the United States

DR. REUBEN NORMAN, JR.

Petitioner

v.

BELLSOUTH INTELLECTUAL PROPERTY CORPORATION,

Respondent

On Petition For Writ Of Certiorari
To The United States Court Of Appeals
For The Eleventh Circuit

BRIEF FOR THE PETITIONER

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Questions Presented

1. Did an appeals court err in not requiring a federal judge to equitably apply *sua sponte* United States Supreme Court precedent?

2. Did an appeals court err in not requiring a federal judge to exercise her legal duty to prevent the use of state law to supercede United States Supreme Court precedent?

3. Did an appeals court err in not reversing the dismissal of a federal case based upon the use of false documents and/or perjury by a plaintiff's lawyer, for the purpose of preventing the application of a United States Supreme Court precedent?

4. Did an appeals court err in not reversing the dismissal of a federal case based upon the use of false documents and/or perjury by a plaintiff's lawyer, for the purpose of hiding ongoing violations of federal law?

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Dixon, Terence, 'Summary of Cases on Federal Dilution Issues after *Moseley*', Dechert.Com, April, 2004. 11

OPINIONS BELOW

The opinion of the court of appeals (Pet. App. A) that is the subject of this case is not reported. The ruling of the district court is not reported (Pet. App. B).

JURISDICTIONAL STATEMENT

The Northern District Court of Georgia dismissed this case on January 26, 2004. The 11th Circuit Court of Appeals rejected an *en banc* appeal on July 6, 2005. The petition for a writ of certiorari was filed on October 3, 2005. This Court has jurisdiction pursuant to 28 U.S.C. 1254 (1).

Petitioner seeks the reversal of Northern District Court of Georgia's January 26, 2004 decision accepting a claimed agreement between Norman and BIPCO, which violated Norman's due process rights guaranteed under the U.S. Constitution, 14th Amendment, Section 1; Norman's right to equitable application of U.S. Supreme Court precedents; allowed the state law of Georgia to supercede federal law and which allowed a 'fraud upon the court' to be occur and to be hidden. Petitioner was prevented from raising these claims in district court, but did raise them in the appeals court.

CORPORATE DISCLOSURE STATEMENT

Norman had no parent corporation

CONSTITUTIONAL & STATUTORY PROVISIONS INVOLVED

U.S. Constitution, Amendment 14, Section 1

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and the States wherein the reside. No State shall make or enforce any Law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty or property, without due process of law; nor deny any person within its jurisdiction the equal protection of the laws.

15 U.S.C. Sec. 1125(a) False representation of goods interstate commerce

Any person who, on or in connection with any goods or services, or any container for goods, uses in commerce any word, term, name, symbol, or device or any combination thereof, or any false designation of origin, false or misleading description of fact or false or misleading representation of fact, which-

(a) is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of such person with another person, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities by another person, or...

15 U.S.C. Sec. 1125(c) dilution forbidden, Federal Trademark Dilution Act (FTDA)

(1) The owner of a famous mark shall be entitled, subject to the principles of equity and upon such terms as the court deems reasonable, to an injunction against another person's commercial use in commerce of a mark or

trade name, if such begins after the mark has become famous and causes dilution of the distinctive quality of the mark…

18 U.S.C. Sec. 371Conspiracy

The three elements of a conspiracy offense under *18 U.S.C. sec. 371* are

1. That two or more persons conspired, or agreed, to commit the crimes described in the indictment;
2. that the defendants knowingly and voluntarily joined the conspiracy; and
3. that a member of the conspiracy did one of the overt acts for the purpose of advancing or helping the conspiracy.

18 U.S.C. Sec. 1961 Racketeer Influenced and Corrupt Organizations (RICO)

Although generally applied to organized criminal activities such as loan sharking, illegal substance distribution, violent crime in racketeering and gambling, this law is sufficiently broad to include illegal activities relating to any enterprise in interstate commerce or foreign commerce. However, acts of wire fraud or mail fraud do not constitute RICO level activity, unless other crimes are involved.

18 U.S.C. Sec. 2252(b) Truth in Domain Names Act of 2003 (TIDNA)

(a) Whoever knowingly uses a misleading domain name with the intent to deceive a person into viewing obscenity on the Internet shall be fined under this title or imprisoned not more than 2 years or both.

(b) Whoever knowingly uses a misleading domain name with the intent to deceive a minor into viewing material that is harmful to minors on the Internet shall be fined under this title or imprisoned not more than 4 years or both.

18 U.S.C. Sec. 2314 Transportation of Stolen Goods

Whoever transports, transmits, or transfers in interstate or foreign commerce any goods, wares, merchandise, securities or money, of the value of $5000 or more, knowing the same to have been stolen, converted or taken by fraud; or

Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, transports or causes to be transported, or induces any person or persons to travel in, or to be transported in interstate or foreign commerce in the execution or concealment of a scheme or artifice to defraud that person or those persons of money or property having a value of $5000 or more;

Shall be fined under this title or imprisoned not more than ten years or both.

STATEMENT OF THE CASE

In November 2001, BellSouth Intellectual Property Corporation (BIPCO) sent Dr. Reuben Norman a letter demanding that he give BIPCO the domain name of 'bellessouth.com'. The letter claimed various forms of trademark infringement, as well as trademark dilution based in the Federal Trademark Dilution Act of 1995 (FTDA), but mentioned no proof of either form of damage. In August 2002, BIPCO filed a complaint against Norman, along with a series of exhibits, of which Exhibit M mentioned the provider for Norman's free email site, Everyone.Net. BIPCO's original legal actions seemed to rely upon the 'likelihood' of dilution standard. BIPCO tried a series of legal maneuvers, often threatening a long court trial and other forms of legal coercion.

In April and May 2003 BIPCO refused to accept the unanimous U.S. Supreme Court March 4, 2003 *Moseley v. V Secret Catalogue, Inc.* decision, regarding the necessity of actual proof in FTDA claims. Since BIPCO had presented no proof of damages, the dilution claims were basically moot after *Moseley*. One of three things should have then occurred:

1. BIPCO could have removed the dilution claims from the complaint and continued with other claims.

2. Judge Beverley Martin could have dismissed the dilution claims *sua sponte*, as permitted in Georgia law (*Thomas v. Phillips*) . Judge Martin was legally aware of Moseley and ruled on May 9, 2003 in *Hilfiger v. Goody's* that dilution required proof.

3. Norman's lawyer, Patrick Cork, could have asked for summary judgment on the dilution claim.

Instead, after *Moseley,* several unusual events occurred as part of a campaign to divert the Court's attention:

1. March 31, 2003 the domain name southernbelle.net' was suddenly owned by Hong Kong pornographer Ultimate Search. 'Southernbelle.net' had been legally taken by BIPCO and SBC Communications in July 2002. (Ultimate Search presently owned by Marchex.Com of Seattle, Washington.)

2. April 3, 2003, BIPCO's lawyers filed a motion claiming lack of honesty by Norman over the company Everyone.Net, and asking for 60 additional days of discovery on Everyone.Net. This claim was *prima facia* false by Exhibit M and marked the first part of the 'fraud upon the court'.

3. June 23, 2003, BIPCO and Norman's lawyer completed a very secretive Proposed Settlement Agreement, but waited over another month to inform him of the existence of the agreement. This

'agreement' was the second part of the 'fraud upon the court', to cover all traces of BIPCO's actions.

Norman timely appealed to the 11th Circuit Court of Appeals, but was rejected. He then applied for an *en banc* rehearing, but was rejected.

Introduction: Illegal Pornography and 'Fraud upon the Court'

On the surface, this case appears as only a simple issue of Dr. Reuben Norman failing to fulfill a legally binding agreement. In truth, it is about the actual or apparent ties between BIPCO and its counsel, Kilpatrick Stockton, LLP; and Ultimate Search, a vast illegal, pornography syndicate from Hong Kong. **It was to cover-up these apparent or actual ties between BIPCO and Kilpatrick Stockton; and Ultimate Search, which apparently led BIPCO's lawyers to commit perjury and/or submit false documents to the Court in the April 3, 2003 BIPCO Motion to Compel.**

In 2002, Ultimate Search was a self-admitted Web pornographer, having used pornography as part of a successful defense in keeping the domain name of 'bigot.com', in a WIPO arbitration, (*Cigarrera Bigott Sucesores v Ult Search*, Dec. 3, 2002). During at least part of 2003, Ultimate Search was found using '3littlepig.com' to link to 'midnightpu--y.com', (*18 U.S.C. Sec. 2252(b) TIDNA, 15 U.S.C. Sec. 1125(a) false representation..).* On March 31, 2003 a domain name recently taken by BIPCO

and SBC Communications 'southernbelle.net', using this same legal process as used against Norman, was suddenly obtained by Ultimate Search, (*18 U.S.C Sec. 2314 Transportation of Stolen Goods).*

History of Case

As part of an ongoing attempt by the Regional Bell Operating Companies to intellectually police the use of 'bell' and 'belle' domain names, BIPCO lawyer, Jacqueline Gregorski, sent a letter on November 9, 2001, demanding that Dr. Reuben Norman cease to use the domain name of 'bellessouth.com', as part of a free Web email system. Nine months later, in August 2002, Kilpatrick Stockton lawyers Stephen Schaetzel and Lisa Furganic, filed a complaint generally claiming trademark infringement and dilution under the Federal Trademark Dilution Act of 1995 (FTDA), but presenting no proof of damages of either. Apparently, BIPCO had relied upon a 'likelihood' of dilution standard. However, on March 4, 2003, the United States Supreme Court ruled that 'actual proof' of dilution was required in FTDA claims. At this point Norman's lawyer, Patrick Cork, should have filed a request for summary judgment on the FTDA dilution claim, but failed to do so, one of a series of such legal failures by Cork.

On April 3, 2003, BIPCO filed a motion to compel, claiming that Dr. Norman had failed to disclose data on Everyone.Net, the physical location of his email site 'bellessouth.com'. This claim by BIPCO of not knowing of Everyone.Net was falsified *prima facia* by Exhibit M of the August 2002 complaint. Exhibit M had numerous examples of 'Everyone.Net' written all over it. Exhibit M was handed

to Norman in an April 2003 deposition by Lisa Furganic, BIPCO co-counsel. As well, evidence from Everyone.Net, showed that BIPCO lawyer, Jacqueline Gregorski, had registered **twice** as an email user at 'bellessouth.com', most likely in November 2001.

Any claims that BIPCO did not know of Everyone.Net were plainly false, yet as a result of the April 3, 2003 BIPCO motion, Judge Beverley Martin granted BIPCO additional time for discovery regarding Everyone.Net. *No proof of any discovery from Everyone.Net was ever presented by BIPCO.* The April 3, 2003 Motion to Compel appears to have been a deliberate lie, designed by BIPCO's lawyers to prevent the application of *Moseley* to Norman's case on the dilution claim and to stall for time, as a basketball coach may sometimes do to break the momentum of an opponent.

Truth in Domain Names Act of April 2003: From BIPCO and Kilpatrick Stockton to Ultimate Search And the Origins of a Secret Agreement

On April 30, 2003 the Truth in Domain Names Act (TIDNA) was passed to minimize the use of child-like domain names linking with pornography. TIDNA did three things to the present case:

1. Put Ultimate Search into the position of violating TIDNA with linking '3littlepig.com' to 'midnightpu--y.com', among other adult sites.

2. Potentially put BIPCO and SBC into a RICO conspiracy situation with Ultimate Search, since BIPCO and SBC had taken 'southernbelle.net' in July 2002 and on March 31, 2003, Ultimate Search had ownership of 'southernbelle.net'.

3. Potentially put BIPCO's attorneys Kilpatrick Stockton into a RICO conspiracy relationship with Ultimate Search, since Kilpatrick Stockton was using Level3.Net as its email provider at the some time that Level3 and Verio.Net were providing bandwidth for Ultimate Search and '3littlepig.com'.

By early May 2003, both BIPCO and Kilpatrick Stockton appeared to be in a dangerous RICO conspiracy situation with regards to TIDNA and Ultimate Search, while BIPCO's civil case with Norman had been severely damaged by *Moseley*. While Norman did not fully understand the possible use of TIDNA to pull Ultimate Search into court until October 2003, it was clear that a summary judgment motion from Norman's lawyer would have probably eliminated the dilution part of BIPCO's case. **Both BIPCO's internal lawyers and Kilpatrick Stockton's lawyers, each had reasons to want to hide all facts of this case after March 2003**, thus was born the Proposed Settlement Agreement, the second half of the 'fraud upon the court', the cover-up.

The proscription against 'fraud upon the court' is probably well known to the Court, thus much of this brief will be spent describing in some detail how 'fraud upon the court' occurred in this case. What has been most interesting,

has been the abject inability of any federal institution in Georgia to apply federal law to BIPCO.

The Secret Agreement and False Claims by Norman's Lawyer: The Second Half of the 'Fraud upon the Court'

During May and June 2003, seemingly with the assistance of Norman's lawyer, an extremely harsh 'Proposed Settlement Agreement' (agreement) was created by BIPCO and sent to Norman's lawyer on June 23, 2003. The terms included an extreme demand for secrecy, which made little sense at the time. Norman's lawyer Cork apparently did not show the agreement to Norman until late July 2003. Norman immediately wrote Cork a memo, showing that the agreement seemed illegal in the secrecy clause alone. Cork's apparently ineffectual counsel had turned into a seeming alliance with BIPCO, in an attempt to force Norman to accept the illegal terms of the agreement. On September 22, 2003, Cork left voice mail with BIPCO and falsely claimed that Norman had been willing to accept the agreement. BIPCO then filed this false data with Judge Beverley Martin. On Jan 26, 2004, Judge Martin ruled in favor of BIPCO, citing Cork's false phone data as proof of Norman's acceptance of the agreement.

Thus with a false claim from BIPCO's lawyers regarding discovery with Everyone.Net on April 3, 2003 and a false voice mail from Norman's lawyer on September 22, 2003, Judge Martin issued a January 26, 2004 ruling, upholding the claimed agreement. Her actions basically nullified the U.S. Supreme Court *Moseley* decision in Norman's case with BIPCO, while simultaneously accepting *Moseley* in the *Hilfiger v. Goody's* case, thus

creating a 'split' within a single court. Her acceptance of fraudulent data from both BIPCO's lawyers and Norman's own lawyer, despite numerous attempts by Norman to reach her, call into question Judge Martin's competence as a federal judge. As well, her actions on January 26, 2004 permitted Ultimate Search to continue to violate the TIDNA another five months with '3littlepig.com'.

Decline in Secrecy in Federal Court Settlements Since 2000: From Firestone Tires to Roman Catholic Church

The 7th Circuit Court has ruled that court records are presumptively open for the public, even if they are part of a confidential settlement agreement. Court proceedings are "public rather than private property". (*Union Oil Co. of California v. Leavell*, July 18, 2000 ,No. 99-3084). Later in 2000, Maryland's highest court unsealed a confidential settlement agreement between the family of a man shot and killed by a Baltimore policeman and the City of Baltimore (*Baltimore Sun Co. v. Mayor and City Council of Baltimore*, July 24, 2000). In the absence of a showing of compelling need, the unsigned confidential agreement of June 23, 2003 claimed by BIPCO, was probably not legal. Given it's possible role in the hiding of either actual or apparent relationships between BIPCO and Kilpatrick Stockton, and Ultimate Search's illegal porn in 2003; the claimed agreement was little more than part of a cover-up of a 'fraud upon the court'.

The Decline of BIPCO's Legal Position in 2003: Sex.Com, Fox News and Victoria's Secret Precedents

The suit BIPCO brought against Norman possibly was questionably legal in August 2002. Any sense of legitimacy of the suit began to dissipate with the *Moseley* U.S. Supreme Court decision of March 2003. The Court noted in its decision that since dilution had not been intended to protect consumers in the marketplace, a higher standard of proof of damages had to be shown than in traditional "trademark infringement" cases. Subsequently, Norman created a simple statistical algorithm which could easily be used to test dilution, which he forwarded to the Court. Norman's use of the algorithm proved a lack of overlap between BIPCO's trademark and Norman's domain name 'bellessouth.com'. This algorithm could have been used by the court to dispel the dilution argument of BIPCO, but was not.

The BIPCO case truly became frivolous, with *Kremen v. Cohen.* The "Sex.com" decision of July 25, 2003, declared domain names to be items having tangible value. Further damage to BIPCO's litigation occurred with *The Fox News Corporation v. Al Franken* decision of August 2003 in which Justice Danny Chin of a New York Federal District reaffirmed the long-standing view that generic marks could not receive trademark protection. Franken had written a satiric book in which the term "Fair and Balanced" had been used in reference to Fox News Corporation news coverage. Fox News previously had filed for trademark status for the term "Fair and Balanced", and such trademark status was therein denied. So far Norman's domain name had been declared protected from any trademark infringement or dilution claims and had been declared an entity having tangible value. These

cases largely destroyed BIPCO's case, yet a federal judge permitted BIPCO to continue. *Fox News Network, LLC v. Penguin Group (USA), Inc., and Alan S. Franken, no. 03 Civ. 6162 (RLC)(DC), Kremen v. Cohen, 2000 WL 1811403 and 2000 WL 1843239 (N.D. Calif., 2000)*

Judge Martin's Failure to *Sua Sponte* Apply *Moseley* to the Case: Inequitable Application of U.S. Supreme Court Precedent Between *Hilfiger. v. Goody's* and *BellSouth v. Norman*

On May 9, 2003, Judge Martin, in part, ruled that 'actual proof' standard of dilution was required in the *Hilfiger v. Goody's* case. At this point N. D. Court of Georgia was in concert with the actual proof requirement of the FTDA, yet BIPCO's FTDA dilution claim against Norman was not *sua sponte* dismissed during this same period of time, by Judge Martin. While it is true that Norman's lawyer, Cork, had seemingly been providing ineffectual counsel, Judge Martin was aware of the 'actual proof' standard, and had a legal duty to apply it to similar cases within her jurisdiction. Her failure to do so, was a violation of Norman's due process rights, protected by the 14th Amendment, Section 1.

Judge Martin was plainly aware that Cork was not performing well as Norman's counsel and she later admonished Cork in this area. And Cork's unwillingness to apply for summary judgment on the dilution claim after *Moseley* in March 2003, demonstrates ineffectual counsel.

As well, her acceptance of the claimed agreement between BIPCO and Norman, Judge Martin appears to

have allowed the use of Georgia state law to supercede the supremacy requirements of the application of federal law, *Moseley*, to this case.

Reasons for Granting the Petition

Rule 10 (c) of the U.S. Supreme Court says that the U.S. Supreme Court may review on writ of certiorari an opinion of a United States court of appeals which has decided an important federal question in a way that conflicts with the relevant decisions of this Court.

When a United States Supreme Court precedent may be defeated in court, either because of patently false claims by a lawyer, or by the unwillingness of a federal judge to equitably apply those precedents within a single courtroom; the relevance of the U.S. Supreme Court is called into question. In the instant case, both events have occurred and the 11th Circuit Court of Appeals was unable or unwilling to correct these defects.

After *Moseley* in March 2003, the dilution claims were moot and should have been removed from the docket. BIPCO had a legal duty not to continue to press claims which had no legal foundation. Judge Martin had a legal duty to equitably enforce the decisions of the U.S. Supreme Court, *sua sponte* if necessary, (*Thomas v. Phillips*, 240 Ga. App. 600 602(1) (524 SE2nd 298) (1999). Judge Martin had no trouble applying dilution correctly in the *Hilfiger v. Goody's* case on May 9, 2003. Finally, Norman's lawyer had a legal duty to file a summary judgment motion on the dilution claim. Terence Dixon wrote an April 2004 article on the large number of

successful post-*Moseley* summary judgements. And in fact, BIPCO's lawyers were legally aware of *Moseley,* before filing the April 3, 2003 motion, with Kilpatrick Stockton having posted a 'legal alert' on the implications of *Moseley*, on or about March 24, 2003.

Dilution was probably the most important BIPCO claim and they were not willing to let it go. BIPCO wanted a legal victory here, so instead of following the *Moseley* decision, BIPCO and apparently Norman's lawyer, concocted a highly secretive agreement, falsely claiming to the court that Norman had accepted the agreement. Judge Martin utterly failed to see the actual events as they were unfolding and she was totally unwilling to meet with Norman. Judge Martin was not even willing to read documents showing a likely relationship between Ultimate Search and BIPCO and Kilpatrick Stockton, *which Norman hand-delivered to her court chambers the very week in which she dismissed the case*. On January 26, 2004, Judge Martin accepted BIPCO's and Norman's lawyer's false claims and she dismissed the case as settled.

When lawyers commit felonious acts, to prevent one claimant from presenting his/her case, this is a very special form of judicial crime, 'fraud upon the court'. When lawyers conspire to prevent the application of U.S. Supreme Court precedent while engaging in 'normal' 'fraud upon the court', a new form of judicial crime has occurred.

This case is a text book example of massive 'fraud upon the court', where almost all the legal staff involved either lied in their documents or their legal conversations. BIPCO claimed on April 3, 2003 that Norman had failed to

disclose Everyone.Net, when BIPCO's own complaint Exhibit M proved that BIPCO lawyers were aware of it and where one BIPCO lawyer had actually used Everyone.Net's email. Norman's lawyer used voice mail to falsely claim that Norman had accepted the agreement. In the case of the judge, she simply failed her legal duty to equitably apply *sua sponte* the Moseley precedent, which she had used in similar cases, within the same time frame.

The actions by BIPCO's lawyers amounted to a 'fraud upon the court', with perhaps greater ramifications than the original 1944 such case, *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238. In *Hazel-Atlas,* only money was involved. This present 'fraud upon the court', denied equitable application of a U.S. Supreme Court precedent in N. D. Court of Georgia, *Moseley v. Victoria's Secret.* BIPCO's actions amounted to a RICO-level denial:

1. of the authority of the U.S. Supreme Court to interpret federal law and
2. of other federal agencies to enforce the law against linking child-like domain names with adult Web sites, in violation of the Truth in Domain Names Act of April 2003 (TIDNA).

The implication of a United States Supreme Court precedent not being equitably applied, goes to the very heart of the problems faced by the writers of the U.S. Constitution. After the American Revolution, the country was very poorly governed by the Articles of Confederation, with Congress having only a rudimentary ability to tax. The question as to how long a democratic state on the North

American Continent could survive, swung in the balance when the Constitutional Convention met in Philadelphia in 1787.

Later, after the Constitution was adopted, the issue of the power of the United States Supreme Court was decided in *Marbury v. Madison*, where Justice Marshall established the principal of judicial review. Congress may pass laws, but the Supreme Court may decide upon their constitutionality. As well, federal law normally supercedes state law.

In the most famous case of 'fraud upon the court', only money was at issue. *Hazel-Atlas* was financially defrauded by the illegal court conduct of the lawyers for Hartford-Empire. The question now before the U.S. Supreme Court, is whether it wishes its precedents to extend throughout the land, or whether it wishes to see its authority gradually narrowed, perhaps to that of the unfortunate ruler of Afghanistan, Hamid Karzai; whose influence barely extends beyond the suburbs of Kabul. If a federal judge may sit for months while a directly relevant U.S. Supreme Court precedent gathers dust and if plaintiff's lawyers may then commit perjury and/or submit false documents in that same court to derail that U.S. Supreme Court precedent, then the continued survival of constitutional law is in doubt. Where modern forms of constitutional law fail, other more traditional forms of law often rise.

CONCLUSION

> "It is emphatically the province and duty of the judicial department to say what the law is...If two laws conflict with each other, the courts must decide on the operation of each...This is the very essence of judicial duty."
>
> *Marbury v. Madison*, John Marshall (1755-1835), Chief Justice, United States Supreme Court

> "Companies operate only with the permission of the public. It is in this sense that ethics and compliance is not only a moral issue, but it is also a bottom line issue. To this end, every employee, at every level of our company is expected to behave ethically and responsibly, and to comply with all laws and regulations that govern our work."
>
> F. Duane Ackerman, President and CEO, BellSouth
> BellSouth.Net Web Site Statement on Corporate Responsibility, 2004

Between Judge Martin's failure to apply *Moseley* equitably within her court, Norman's lawyer's seeming ongoing legal incompetence or worse and BIPCO's false claims surrounding Everyone.Net in their April 3, 2003 Motion, the entire judicial system in this case collapsed around May 2003.

Probably the bitterest fruit of this poisonous tree is that with the illegal suppression of the evidence surrounding Ultimate Search and BIPCO, other such

systems have arisen. One such system includes: '12yearoldf--k.com' and has some innocent professionals connected, including lawyers. Had Ultimate Search had to face legal sanctions around the TIDNA in 2003 or 2004, such domains might have long since been removed from **non-adult** search engine optimization systems. In February 2005, Ultimate Search was sold to Marchex.Com of Seattle for $164 million.

As time passes, the evidence fades which Norman tried to present in Judge Martin's court and to Kilpatrick Stockton's lawyers, showing ties between Ultimate Search's 2003 TIDNA pornography violations with '3littlepig.com', BIPCO and Kilpatrick Stockton. This massive 'fraud upon the court' remains to be rectified. The precedents of the U.S. Supreme Court need to be equitably applied within the 11th Circuit.

Petitioner respectfully submits that this Writ should be granted.

Respectfully submitted,

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Appendices

A. En banc appeal Petition Denial Opinion, 11th Circuit Court of Appeal, July 6, 2005

B. BIPCO v. Norman Dismissal Order, Northern District Court of Georgia, January 26, 2004

C. Text Chart: 'Context for a Fraud Upon the Court', September 9, 2005

D. BIPCO Demand letter on 'southernbelle.net', Jacqueline Gregorski to E. Faye Williams, June 2002

E. SBC Demand letter taking 'southernbelle.net', from Rita Irani, signed by E. Faye Williams, July 2002

F 'southernbelle.net', Whois, Ultimate Search, March 31, 2003; IP 213.130.63.233

G Kilpatrick Stockton 'Legal Alert' on Moseley v. Victoria's Secret, Late March 2003

H. April 3, 2003 BIPCO Motion to Compel, (3 pages only)

I. April 30, 2003 Truth in Domain Names Act, Amber Alert Legislation

J. Exhibit M from BIPCO August 2002 Complaint with 'Everyone.Net' mentioned

K. June 23, 2003 Proposed Settlement Agreement from BIPCO, with extreme secrecy from Lisa Furganic to Patrick Cork

Appendices

L. '3littlepig.com' whois to Ultimate Search, adult pornography Web links to 'pen-sdance.com' other adult sites, October 12, 2003

M. Trace Map of Kilpatrick Stockton to Level3 IP address, circa 2003

N. Jacqueline Gregorski, BIPCO lawyer, as user of Bellessouth.Com email at Everyone.Net

O. Web information on use of '12yearoldf--k.com, linking to patent lawyer

P. C. A. Cigarrera Bigott Sucesores v. Ultimate Search, WIPO, Dec. 3, 2002 (bigot.com decision) 1 page only

Q. Letter to Judge Martin from Norman, November 5, 2003 on pornography issues with BellSouth and Norman's lawyer's ineffectual counsel

Appendix A

En banc appeal Petition Denial Opinion, 11th Circuit Court of Appeal, July 6, 2005

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

NO. 04-10858
Non-Argument Calendar

FILED
U.S. COURT OF APPEALS
ELEVENTH CIRCUIT
SEP 13 2004
THOMAS K. KAHN
CLERK

D.C. DOCKET NO. 02-02231-CV-BBM-1

BELLSOUTH INTELLECTUAL PROPERTY CORPORATION,

Defendant-Appellee,

versus

RUEBEN NORMAN, DR.,

Plaintiff-Appellant.

Appeal from the United States District Court
for the Northern District of Georgia

(SEPTEMBER 13,2004)

Before BIRCH, HULL, and PRYOR, Circuit Judges.

PER CURIAM:

Dr. Reuben Norman appeals the enforcement of a settlement agreement against him in this trademerk action brought by BellSouth Intellectual Property Corporation. We affirm.

On March 21, 2003, BellSouth filed an amended complaint against Norman alleging trademark infringement, in violation of 15 U.S.C. section 1114; trademark dilution, in violation of section 1125(c); unfair competition, in violation of 1125(a); cybersquatting, in violation of section 1125(d); deceptive trade practices, unfair competition, and dilution under Georgia law; and common law trademark infringement and unfair competition. Shortly thereafter, BellSouth entered into settlement negotiations with Patrick Cork, counsel for Norman. On behalf of Norman, Cork agreed to settle the case. The main terms of the agreement required Norman to transfer two domain names to BellSouth in exchange for $200. On June 25, 2003, BellSouth forwarded a written settlement agreement to Cork for execution by Norman. While waiting for the execution, Cork confirmed the settlement agreement by email.

On September 17, 2003, BellSouth filed a motion to enforce the settlement agreement. In a voicemail left on September 22, 2003, Cork again confirmed the settlement agreement and agreed to sign a consent order enforcing the settlement. On September 24, 2003, the parties filed a

Joint Consent Order seeking enforcement of the settlement. The district court entered the Joint Consent Order on October 2, 2003, Norman failed to comply with the terms of the settlement agreement.

On November 3, 2003, BellSouth filed a motion to hold Norman in contempt for violation of the Joint Consent Order. Norman, now acting pro se, moved to dismiss the action with prejudice. On January 26, 2003, the district court entered an order enforcing the settlement agreement. In the same order the district court denied the motion to hold Norman in contempt and denied Norman's motion to dismiss with prejudice. The district court, however, dismissed the complaint but retained jurisdiction to enforce the settlement. Norman timely appealed.

We review the enforcement of a settlement agreement by the district court for abuse of discretion. Hayes v. Nat'l Serv. Indus., 196 F.3d 1252, 1254 (11th Cir. 1999).

"Georgia law governs both the construction of the settlement agreement and the attorney's authority to enter into that agreement on behalf of his client." Ford v. Citizens & Southern Nat'l Bnnk, 928 F.2d 1118, 1120 (11th Cir. 1991). Under Georgia law "[a]n attorney of record is a party's agent in the prosecution of a legal action. The attorney's authority is determined by the terms of his contract of employment and the instructions given by his client. In the absence of express restrictions upon the attorney's authority it may be termed plenary insofar as the Court and the opposing parties are concerned." Glazer v. J. C,. Bradford & Co., 616 F.2d 1167, 168 (5th Cir. 1980)(quoting Davis v. Davis, 245 Ga. 233, 235-36 (1980). "A client is bound by his attorney's

agreement to settle a lawsuit, even though the attorney may not have had express authority to settle, if the opposing party was unaware of any limitation on the attorney's apparent authority." Id.

Norman has not produced any evidence to challenge the existence of a settlement agreement. BellSouth, on the other hand, provided the district court with substantial evidence of an agreement, including e-mail correspondence and a voice-mail message that demonstrate Cork's acknowledgement that this action had been settled. Furthermore, Cork signed the Joint Consent Order enforcing the settlement agreement. Although Norman alleged that Cork was "not consulting" with him during the settlement process, Norman is bound by the actions of his counsel.

Because Norman is bound by the settlement agreement, the district court did not abuse its discretion in enforcing the settlement.

AFFIRMED

A true copy-Attested
Clerk U.S. Court of Appeals
Eleventh Circuit

/s/

By: James Delaney
Deputy Clerk
Atlanta, Georgia

(FILED/U. S. COURT OF APPEALS /ELEVENTH CIRCUIT/JUL 06 2005/

THOMAS K. KAHN/CLERK

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 04-10858-JJ

BELLSOUTH INTELLECTUAL PROPERTY CORPORATION,

Defendant-Appellee,

versus

RUEBEN NORMAN, DR.,

Plaintiff-Appellant.

- - - - - - - - - - - - - -

On Appeal from the United States District Court for the Northern District of Georgia

- - - - - - - - - - - - - -

ON PETITION(S) FOR REHEARING AND PETITION(S) FOR REHEARING EN BANC

Before: BIRCH, HULL, and PRYOR, Circuit Judges

PER CURIAM:

The Petition(s) for Rehearing are DENIED and no Judge in regular active service on the Court having requested that the Court be polled on rehearing en banc (Rule 35, Federal Rules od Appellate .

Procedure), the Petition(s) for Rehearing En Banc are DENIED.

ENTERED FOR THE COURT:

/s/ William H. Pryor, Jr.

ORD-42 UNITED STATES CIRCUIT JUDGE
(2/05)

Appendix B

BIPCO v. Norman Dismissal Order, Northern District Court of Georgia, January 26, 2004

Appendix B

Case 1:02-cv-02231-BBM Document 30 Filed 01/26/2004
Page 1 of 7

(FILED IN CLERK'S OFFICE/U.S.D.C. Atlanta/dgh?/JAN 26 2004
/LUTHER D. THOMAS, Clerk5)/By: /s/A. M. Carver?/Deputy Clerk)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

:
BELLSOUTH INTELLECTUAL :
PROPERTY CORP., :
:
Plaintiff, : CIVIL ACTION
:
v. : NO. 1:02-CV-2231-BBM
:
DR. REUBEN NORMAN, :
:
Defendant. :

ORDER

This action, alleging trademark infringement, is before the court on BellSouth Intellectual Property Corp.'s Motion to Hold Defendant in Contempt of Joint Consent Order [Doc. No.23-1] and Motion for Extension of Time to File a Trial Brief [Doc. No.24- 1]. Also before the

court is defendant Norman's Motion to Dismiss [Doc. No.28-1].

1. Factual and Procedural Background

On August 12, 2002, the plaintiff, BellSouth Intellectual Property Corp. {"BellSouth"}, filed their instant action against Dr. Reuben Norman {"Dr. Norman"}. In its complaint, BellSouth alleges that Dr. Norman infringed BellSouth's trademarks, BELLSOUTH and SOUTHERN BELL by offering e-mail services and domain names through "bellessouth.com" and "bellessouthern.com"

On May 14, 2003, BellSouth alleges that it was contacted by Mr. Patrick Cork ("Mr. Cork"), Dr. Norman's attorney, to discuss a settlement. A proposed settlement agreement was drafted by BellSouth's counsel and sent to Mr. Cork as early as June 25, 2003. Thereafter, negotiations between BellSouth's counsel and Mr. Cork regarding a possible settlement continued via e-mail and telephone. On September 17, 2003, BellSouth filed a motion to enforce the settlement agreement. Just a few days later, on September 22, 2003, Mr. Cork left a voice-mail for BellSouth's counsel acknowledging that a settlement had been agreed to by himself and Dr. Norman.

In keeping with this, on September 24, 2003, the parties filed a Joint Consent Order seeking enforcement of the settlement agreement. In an Order dated October 2, 2003, the court entered the Joint Consent Order enforcing

the settlement agreement. The Order relieved the parties from filing their pre-trial order by the scheduled date. The Order further instructed the parties that if they had "not completed their settlement obligations under the agreement by October 24, 2003, the Joint Pretrial Order shall become due 10 thereafter, on November 5, 2003."

Thereafter, on November 3, 2003, BellSouth moved this court to hold Dr. Norman in contempt for violation of the Joint Consent Order. That motion is presently before the court as well as a motion to extend the time to file a pretrial order and Dr./ Norman's

Motion to Dismiss. As a preliminary matter, the court will determine whether there is a settlement agreement to enforce. If so, the court will determine whether Dr. Norman should be held in contempt for violating that court Order.

II. THE SETTLEMENT AGREEMENT

"Georgia law governs both the structure of the settlement agreement and the attorney's authority to enter into that agreement on behalf of his client." Ford v. Citizens & Southern Nat'l Bank, 928 F.2d 1118, 1120 (11th Cir. 1991)(citing Blum v. Morgan Guar. Trust Co., 709 F.2d 1463, 1467 [11th Cir. 1983] [construction of agreement]); Glazer v. I. C. Bradford * Co., 616 F.2d 167, 168 (5th Cir. 1980)(attorney's authority). "This is true even though the underlying cause of action is federal." United Commer. Ins. Serv. v. Paymaster Corp., 962 F.2d 853, 856 (9th Cir. 1992). In Georgia, an attorney of

record is the client's agent in persuing a cause of action. Indeed, a client may be bound by his attorney's agreement to settle a lawsuit, even if the attorney does not have express authority to settle the case. See Ford, 928 F.2d at 1120.

In the instant case, the court finds a settlement was reached by the parties. Neither Dr. Norman nor his counsel has come forward to challenge the existence of a settlement agreement. BellSouth has provided the court with substantial evidence of an agreement. There are e-mails and conversations, evidence of which has been

provided to the court, that demonstrate Mr. Cork's acknowledgement that this action had been settled1. Additionally, Mr. Cork signed the Joint Consent Order enforcing the settlement agreement. Dr. Norman does allege that Mr. Cork was "not consulting" with him during the settlement process. Dr. Norman further contends when he became aware of the "details of [Mr. Cork's] negotiations with Kilpatrick Stockton," he "protested to Mr. Cork in writing." However, this is not sufficient to invalidate a settlement agreement already made. Dr. Norman is bound by the actions of his counsel. Accordingly, Dr. Norman is also bound by this settlement agreement.

---

1 In a voice-mail left by Mr. Cork for BellSouth's counsel on September 22, 22003, he stated:

> [W]e [he and his client] have no opposition to your motion to enforce the settlement and we don't expect to file any pretrial motions or pretrial orders, or to respond to the motion to enforce the settlement. In fact, we would prefer just to have the court enforce the settlement at this point. When we negotiated that, I explained all the terms of the settlement to Mr. Norman and he was agreeable to it. It was only after he got a copy of it and had too much time to think about it and then he kinda knew he had us between a rock and a hard place, and that's when he became obstinate and uncooperative. But it took him several weeks to even mention that [he] wasn't agreeable to that. Anyway, if you want to prepare an order enforcing the settlement, a consent order, we would sign off on it. Thank you.

Additionally, an earlier e-mail exchange suggests that a settlement was being pursued: Counsel for BellSouth e-mailed Mr. Cork to say "Just checking on the status of our settlement agreement." In response, Mr. Cork replied: "Thanks for the reminder - I have been out of the office in mediations, pretrials, etc. - I will follow up in an effort to get this done this week." In its earlier Order, the court noted that this e- mail alone was not sufficient to demonstrate that a settlement had been reached. However, the subsequent communications between the parties demonstrate that a settlement was reached.

The rule in this Circuit requires an evidentiary hearing prior to the enforcement of the settlement if the material facts if the material facts of the settlement are in dispute. Murchison v. Grand Cypress Hotel Corp. 13 F.3d 1483, 1486 (11th Cir. 1994). However, the material facts of this settlement are not in dispute. Dr. Norman acknowledges the existence of a settlement agreement, and the terms are in writing and not in question. The agreement requires Dr. Norman to transfer the domain names "bellessouth.com" and "bellessouthern.com" to BellSouth. In exchange for this transfer, BellSouth is required to pay Dr. Norman $200.00. Further, Dr. Norman must

> destroy all tangible material (such as stationery, business cards, forms, fliers, coupons, etc.) on which any designation contai8ning any variation of the terms "bell" and "south" appears (included but not limited to the domains) on any website owned and/or operated by Norman.

Dr. Norman must also "provide [BellSouth] with a list of all domain names owned by him or by any corporation of which he is an officer."

Because there was a settlement agreed upon, and the terms of that settlement are unambiguous, this court hereby ORDERS that the settlement agreed to by the parties in this case SHALL BE ENFORCED, and DIRECTS the parties to execute the terms of Settlement Agreement within twenty days of the entry of this Order. The court now turns to BellSouth's Motion to Hold the Defendant in Contempt.

III. MOTION to HOLD the DEFENDANT in CONTEMPT

Under Eleventh Circuit precedent, a charge of civil contempt must be substantiated by "clear and convincing" evidence. McGregor v. Chierico, 206 F.3d 1378, 1383 (11th Cir. 2000). "The clear and convincing evidence must establish that: (1) the allegedly violated order was valid and lawful; (2) the order was clear and unambiguous; and (3) the alleged violator had the ability to comply with the order." Riccard v. Prudential Ins. Co. of Am., 307 F.3d 1277, 1296 (11th Cir. 2002).

Having found that the settlement agreement was "valid and lawful," the court will proceed to the second element, which requires that the order be "clear and unambiguous." The court finds that the October 4, 2003, Joint Consent Order was not "clear and unambiguous." The Order failed to set out a date by which Dr. Norman was required to comply with the settlement agreement. Additionally, the Order could be read to allow filing of the pretrial order as an alternative to following through with the settlement agreement. BellSouth did not read the Order in this manner, given that it filed its motion for contempt before the deadline for the filing of the pretrial order had expired. Because the standards for a finding of civil contempt in this Circuit have not been met, the court will not hold Dr. Norman in contempt at this time. However, the court considers Dr. Norman forewarned that future non-compliance will result in sanctions for contempt.

IV. CONCLUSION

Based on the reasoning above, the court hereby DENIES BellSouth's Motion to Hold Defendant in Contempt of Joint Consent Order [Doc. No. 23-1]. However, as the court observed the parties do have a valid settlement agreement. Therefore, Dr. Norman is directed to comply with the terms of the settlement agreement within twenty days of the entry of this Order. BellSouth's remaining Motion to Extend Time to File a Trial Brief [Doc. No. 24-1] is hereby GRANTED. Lastly, Dr. Norman's Motion to Dismiss [Doc. No. 28-1] is DENIED. This case having been settled as between the parties, this action is hereby DISMISSED. However, the court shall retain jurisdiction to enforce the settlement.

IT IS SO ORDERED, this 26th day of January, 2004.

/s/Beverly B. Martin

BEVERLY B. MARTIN
United States District Judge

Appendix C
Text Chart: 'Context for a Fraud Upon the Court',
September 9, 2005

Logic for a 'Fraud Upon the Court'
Child-Like Domain Names in Violation of Truth in Domain Names Act, 2003 & 2004 & Apparent Links Between BellSouth, Kilpatrick Stockton, LLP, Ultimate Search & Level3.Net:
September 9, 2005

Date	BellSouth Issues (BeS) & Case	Ultimate Search (US.Com)
2000	**Jan. 'southernbelle.net'** bought by E.Faye Williams (EFW).	
2001	**Nov. Demand letter to** from BIPCO J. Gregorski to R L Norman (RLN).	**Ultimatesearch.com** bought in Hong Kong April 11, 2000.
2002	**May Demand letter to EFW** from SBC Communications (SBC) R Irani-Haynes Boone **June Demand letter to EFW** from BIPCO J. Gregorski. **July Demand letter signed** by EFW giving BIPCO & SBC 'southernbelle.net' **Aug Complaint filed against** RLN over 'bellessouth.com'.	**US.com appears to** combine non-adult & adult domain names as part of 100,000 Web site ad system. **Uses words like:** 100animalsex.com,101-jesuschristbiblestudy.com **US.Com appears to** rise from nothing to top of Web
2003	**March 24 Moseley decision** by U.S. Supreme Court. **April 3 BIPCO Motion** states lack of discovery on Everyone.net & asks 60 days additional discovery.	**March 31, obtained** 'southernbelle.net' after Bellsouth and SBC had just taken this domain in 2002. **After April 30, US. Com**

April 30, Truth in Domain Names Act, (TIDNA), Title 18, Sec. 2252b passes, basically forbids childlike domains in adult Web sites.

May 9 Judge Beverley Martin rules in Hilfiger v. Goody's Clothing that Hilfiger not entitled to injunctive relief because Moseley requires 'actual dilution' in FTDA claims.

June 23 BeS sends Proposed Settlement Agreement with stringent secrecy demands. Norman's lawyer,Patrick Cork, appears to stop representing Norman and refuses to assist in case. KS seems to want to:
1.deny Moseley to case
2. hide any ties between BellSouth & UltimateSearch over 'southernbelle.net'

2004 Jan. Norman hand delivers evidence of TIDNA violations to Judge Martin, FBI and FTC in Atlanta. ***Nothing is done.***

2005 Sept. Patrick Cork is nominee for judgeship.The Ga Judicial Nomination Commission is likely unaware of this case.

was probably violating TIDNA with '3littlepig" but Norman would not see this until after October, 2003.

October to November, RLN sees '3littlepig.com' links 'midnightpu--y .com possible violation TIDNA

RLN faxes draft to Kilpatrick Stockton.

Feb. Marchex.Com of Seatle buys US.Com for $164 million. Crime seems. seems to pay well here

Date	Level3.Net (L3.Net)	Kilpatrick Stockton KS)
2000	**1998 Founded as the** renamed Kiewitt (KDG) (Diversified Group Inc.	
2001	**Level3 seems to spring** from obscurity into a global Web power, but	
2002	**has major execs from** telecom world including Charles C. Miller III, who **President of BellSouth International** from 1995 to 2000. Miller is now L3 Executive Vice President.	
		Aug Complaint filed by Stephen Schaetzel & Lisa Furganic.
2003	**Feb Obtains Genuity,** aka., BBN or Bold, Beranek & Newman. 1971 first e-mail protocol and '@' sysmbol.	**Late March, shortly** after Moseley, KS posts **'legal alert'** on dilution changes because of Moseley. *This 'alert' shows that KS knew*

the devastating implications of Moseley for BellSouth's case, **since BellSouth had no dilution proof.**

After May 9, KS had to prevent Moseley from being applied to my case, *since Judge Martin was the judge in this case as* well. What was not clear until October 2003, was that both BellSouth and KS had apparent or actual ties to Ultimate Search porn

RLN finds evidence that L3.Net is providing bandwidth from Europe into USA through Texas and Florida for '3littlepig.com', which links 'midnightpu--y.com and other adult sites in violation of TIDNA.

RLN finds evidence Kilpatrick Stockton email is with Level3, the bandwidth provider for '3littlepig.com'.

KS appears to drop Level3 for Epoch.Net email.

2004

2005 **L3.Net $188 million** net loss in 2nd Quarter, but issued $880 million in senior notes due 2011.

The Best Lawyers in America 2006, recognize Schaetzel, but are likely not aware of this case.

Appendix D

BIPCO Demand letter on 'southernbelle.net', Jacqueline Gregorski to E. Faye Williams, June 2002

BELLSOUTH

BellSouth Intellectual Property
Corporation
Jacqueline A. Gregorski
Vice President Patent and Trademark
Procurement
824 Market Street - Suite 210
Wilmington, Delaware 19801
902 854-1686
Fax 302 654-2110

June 11, 2002

VIA FEDERAL EXPRESS

Ms. E. Faye Williams
Southern Belle Communications
11 Summit Place
Cedar Hill, Texas 75104

Re: SOUTHERN BELLE
COMMUNICATIONS and
<southernbelle.net> Domain Name
Infringement of BELLSOUTH Trademarks

Dear Ms. Williams:

I am Vice President Patent and Trademark Procurement of BellSouth Intellectual Property Corporation (BIPCO). BIPCO is the owner of certain U.

S. marks which are licensed to BellSouth Corporation and its subsidiaries, including but not limited to BellSouth Communications, Inc. and BellSouth Advertising & Publishing Corporation. These entities provide a wide range of telecommunications, Internet, and print and on-line classified directory advertising goods and service to the public.

It has come to our attention that you have registered the fictitious name SOUTHERN BELLE COMMUNICATION with the State of Texas. You have also registered the domain name <southernbelle.net> and are using both the trade name and domain name in advertising to promote your telecommunications and web page design services.

As you may be aware, all of AT&T's rights to BELL and the BELL Symbol mark were assigned to BellSouth Corporation, Ameritech Information Technologies Corp., Bell Atlantic, NYNEX, Pacific Telesis Group, Southwestern Bell and U. S. West Inc., as well as Cincinnati Bell and Southern New England Telephone Company at divestiture. BellSouth's rights have been assigned to BIPCO in the U.S. BIPCO is the owner of a family of "Bell Marks" including, but not limited to Registration No. 1,569,327 for the mark Bell Symbol, Registration No. 1,565,562 for the mark BELL, Registration Nos. 1,459,196, 1,565,559 and 2,341,098 for the mark BELLSOUTH, Registration No. 1,459,194 for the mark SOUTH CENTRAL BELL and Registration No. 1,459,998 for the mark SOUTHERN BELL. BellSouth and its subsidiaries are currently licensed to use these marks in connection with telecommunications equipment and services, Internet access, web page design and web hosting, on-line and printed directory publishing

and related advertising services, and other communications goods and services. Copies of these federal registrations are attached for your reference.

The use of SOUTHERN BELL, BEL, or BELLE (regardless of the spelling) within a corporate name, fictitious name, trademark, service mark or domain name in connection with goods or services similar to those provided by BellSouth and its affiliates unlawfully trades on the goodwill associated with BIPCO's Bell Marks and dilutes the significance and distinctive quality of these famous trademarks, which has been built up through extensive use of SOUTHERN BELL, BELL and the Bell Symbol logo over the last century and of BELLSOUTH since 1984. The use of SOUTHERN BELL, BEL, or BELLE in conjunction with the sale of telecom services and webpage design services infringes the Bell Marks under trademark law because it creates the likelihood that the public will be deceived into believing there is some connection or affiliation with BellSouth. Not only does this constitute trademark infringement under U. S. and foreign law, it also constitutes unfair competition and causes dilution of BIPCO's ownership rights in these famous marks under federal and state law.

We look forward to receiving your written assurances within ten (10) days of receipt of this letter that you will (1) change your fictitious name filing with the Secretary of State or any government agency with which you may have filed for registration to one which does not infringe our rights, namely to something which does not contain BELL, or something confusingly similar to BELL, such as BELLE or BEL, (2) discontinue all use of SOUTHERN BELL, BEL, or BELLE as part of any name

or mark in advertising, (3) agree to transfer all domain name that contain the word BELL, BEL or BELLE or anything confusingly similar, including the <southernbelle.net> domain name to BIPCO or its designee, (4) destroy all tangible material (such as stationary, business cards, forms, fliers, coupons, etc.) on which such name and marks appears, and (4) refrain from infringing BIPCO's trademark rights in the future.

If we do not receive the foregoing, we will not hesitate to take such steps as are necessary to protect BIPCO's rights in its marks without further notice to you.

Thank you in advance for your cooperation in this matter.

Sincerely,

/s/Jacqueline Gregorski
Jacqueline Gregorski

Enclosures

cc: Michael Bishop, Esq.

#119854 09/06/02 Fri 13:56 [TX/RX NO 9095] ?004

#449913 09/06/02 FRI 13:56 [TX/RX NO 9095] ?003

Appendix E

SBC Demand letter taking 'southernbelle.net', from Rita Irani, signed by E. Faye Williams, July 2002

HAYNES AND BOONE, LLP

July 12, 2002

Ms. E. Faye Williams
17 Summit Place
Cedar Hill, Texas 75104-6403

Re: SBC's Demand Letter of May 23, 2002
concerning Bell Trademark
our Reference No. 28787.15(829)

Dear Ms. Williams:

This is to confirm our telephone conversation today (July 12) in which you informed me that you had terminated your attorney and you will be changing the name of your company to something that does not include the term BELL and that you expect to have the name change completed no later than September 12, 2002. I understand that by no later than September 12, 2002, you will no longer have any stationery, business cards, advertising or promotional materials with the former name and and all such materials will bear the new name that does not include any word that begins with "B". I also understand that you promise not to use the term BELL or anything confusingly similar to BELL (e.g., BELLE or BEL) as a company name or trade name at any time in the future and you also promise not to use "SBC"

as a trade name or mark at any time in the future.

Please sign and date this letter to confirm your agreement to take the above actions and to confirm your above promises and return the signed and dated copy to us for our files. As we discussed, you may wish to send a copy of this signed letter agreement in response to the letter you received from Bell South.

I look forward to receiving from you a copy of the letter evidencing the fact that you have terminated Mr. Timmons as your attorney representing you in this matter.

Before we can close our file on this matter, we need from you samples of your new business cards and stationery and an opportunity to review your new Internet website. Accordingly, when you have your new stationery and website in place, please send us the url for the website and samples of your promotional materials.

Thank you for your cooperation in this matter. We look forward to hearing from you.

Sincerely,

/s/ Rita M. Irani
Rita M. Irani
Direct Phone Number: 713/547-2416
Direct Fax Number: 713/236-5596
IraniR@haynesboone.com

Agreed this __25__ day of ___July___, 2002

/s/ E. Faye Williams

_____

E. Faye Williams
dba Southern Belle

Attorneys

1000 Louisiana Street Suite 4300
Houston, Texas 77002-5012

H-350926-1 DOC
Telephone [713] 5476-2000 Fax [713] 547-2600
http://www.haynesboone.com

AUSTIN DALLAS FORT WORTH HOUSTON
RICHARDSON SAN ANTONIO WASHINGTON, D.C.
MEXICO CITY

09/06/02 FRI 13:56 [TX/RX NO 9095] ?002

Appendix F

'southernbelle.net', Whois, Ultimate Search, March 31, 2003; IP 213.130.63.233

SOUTHERNBELLE.NET

Server Type:	Apache (Spry.com also uses Apache)
Website Status:	Parked
Parked at:	UltSearch.com
IP Address:	213.130.63.232
IP Location:	United Kingdom-Ultimate Search Inc.
Record Type:	Domain Name
Monitor:	Monitor this Domain
Wildcard Search:	'southernbelle' or 'southern belle' In all domains
Other TLDs:	.com .net .org .info .biz .us X X X X X X
Name Server:	NS1.ULTSEARCH.COM NS2.ULTSEARCH.COM
ICANN Registar:	NameSecure.Com
Created:	31-March-2003
Expires:	31-March-2004
Status:	ACTIVE

Registrant:
Ultimate Search
GPO 7862
Central, HK HK
Na

Registrar: NameSecure.com
Domain: SOUTHERNBELLE.NET
Created on 03-31-2003
Expires on 03-31-2004

Administrative contact:
Ultimate Search
Phone: +01.5225379677
E-mail: dns@ultsearch.com

Technical Contact:
Ultimate Search
Phone: +01.5225379677
E-mail: dns@ultsearch.com

Name Servers:
NS1.ULTSEARCH.COM 213.130.63.232
NS2.ULTSEARCH.COM 212.100.230.160

F
http://whois.sc/southernbelle.net 8/25/03

Appendix G

Kilpatrick Stockton 'Legal Alert' on Moseley v. Victoria's Secret, Late March 2003

Kilpatrick Stockton LLP
Traditions of Innovation

Publications - Legal Alerts
Printer Friendly Version

Supreme Court Holds That The Federal Trademark Dilution Act Requires Proof of Actual Injury
Intellectual Property Legal Alert, March 2003

The Supreme Court unanimously held today that the Federal Trademark Dilution Act ("FTDA") unambiguously requires proof of actual injury, as opposed to a presumption of harm arising from a subjective "likelihood of dilution" standard. Moseley v. V Secret Catalogue, Inc., Case No. 01-1015 (Mar. 24, 2003).

Background

The FTDA provides that the "owner of a famous mark shall be entitled, subject to the principles of equity and upon such terms as the court deems reasonable, to an injunction against another person's commercial use in commerce of a mark or trade name, if such use begins after the mark has become famous and causes dilution of the distinctive quality of the mark." 15 U.S.C. §1125(c). The Act defines the term dilution as, "the lessening of the capacity of a famous mark to identify and distinguish goods or services, regardless of the presence or absence of (1) competition between the owner of the famous mark and other parties, or (2) likelihood of confusion, mistake, or deception." 15 U.S.C. §1127.

The Courts of Appeals have split on the proper standard of injury to be applied in dilution cases. In Ringling Brothers-Barnum & Bailey Combined Shows, Inc. v. Utah Division of Travel Dev., 170 F.3d 449 (4th Cir. 1999), the Fourth Circuit adopted a stringent standard that the plaintiff must suffer "actual, present injury" by reason of the dilution. The Fifth Circuit followed, Westchester Media v. PRL USA Holdings, Inc., 214 F.3d 658 (5th Cir. 2000). In contrast, the Second and Seventh Circuits adopted a "likelihood of injury" standard, more in line with the "likelihood of confusion" standard that applies to cases of trademark infringement. Nabisco, Inc. v. PF Brand, Inc., 191 F.3d 208 (2d Cir. 1999); Eli Lilly & Co. v. Natural Answers, Inc., 233 F.3d 456 (7th Cir. 2000).

In the present case, V Secret Catalogue is the owner of the trademark VICTORIA'S SECRET for women's lingerie and other clothing and accessories. V Secret alleged trademark infringement and dilution against defendants Victor and Cathy Moseley whose store, "Victor's Little Secret," sold lingerie and adult novelties. The district court granted summary judgment in favor of the defendants on the infringement claim, holding that V Secret had not established sufficient evidence of likelihood of confusion to create a genuine issue of material fact. The court granted summary judgment in favor of V Secret on the dilution claim, finding that the plaintiff had presented sufficient evidence to support its claim that the defendants' use of the name

http://www.kilpatrickstockton.com/publications/legal_alerts_detail.aspx?ID=1202
9/7/2005

Appendix H
April 3, 2003 BIPCO Motion to Compel, (3 pages only)

Appendix H

Case 1:02-cv-02231-BBM Document 13 Filed 04/03/2003
Page 1 of 68

ORIGINAL FILED IN CLERK'S OFFICE
U.S.D.C. Atlanta
das
APR-3 2003
LUTHER D. THOMAS, CLERK
By: /s/Chleucker
Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

BELLSOUTH INTELLECTUAL PROPERTY CORP.,

Plaintiff,

v.

DR. REUBEN NORMAN,

Defendant.

Civil Action No.
1:02-cv-2231-BBM

PLAINTIFF BIPCO'S MOTION TO COMPEL DISCOVERY RESPONSES AND TO EXTEND DISCOVERY PERIOD

Plaintiff BellSouth Intellectual Property Corporation ("BIPCO" or "Plaintiff") moves this court to compel Defendant to respond completely to BIPCO's Interrogatories and to respond to BIPCO's Requests for Production. See Fed. R. Civ. P. 26. Counsel for BIPCO has repeatedly attempted to resolve with Counsel for Defendant the issues raised by this motion, but to no avail.

More specifically, Defendant has failed to respond fully to several of BIPCO's Interrogatories and has given unfounded objections to others. Further, Defendant has served no written response to BIPCO's Request for Production of Documents. Defendant's responses to those requests are now months overdue.

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Defendant finally produced a few documents on Thursday, March 27, 2003, just three working days before deposition of the Defendant. However, those documents were wholly inadequate in that they were virtually irrelevant to the requests made in BIPCO's Interrogatories and requests for Document Production. Many Interrogatory responses are still outstanding, and all of BIPCO's Requests for Document Production have been ignored.

Further, BIPCO learned on April 2, 2003 (the day before discovery was set to close) at the deposition of the Defendant that matters relating to his email service at bellesouth.com were handled by a third party, "everyone.net." This was not previously revealed to BIPCO in Defendant's discovery responses. Therefore,

BIPCO requests that this court extend the discovery period one month for BIPCO only, so that BIPCO may seek necessary discovery from everyone.net.

Thus, and for the reasons stated more fully in the accompanying memorandum, BIPCO respectfully requests this court to compel Defendant to respond fully to BIPCO's Interrogatories and to Requests for Production. BIPCO

Case 1:02-cv-02231-BBM Document 13 Filed 04/03/2003 Page 3 of 58

further asks the court to extend the discovery period by two (2) months to allow BIPCO to conduct discovery regarding "everyone.net."

Respectfully submitted,

/s/Stephen M. Schaetzel

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Lisa E. Furjanic
Georgia Bar No. 280,855
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sschaetzel@kilpatrickstockton.com

OF COUNSEL:

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ATTORNEYS FOR THE PLAINTIFF

Appendix I

April 30, 2003 Truth in Domain Names Act, Amber Alert Legislation

TITLE 18 > PART I > CHAPTER 110 > § 2252B Prev | Next

§ 2252B. Misleading domain names on the Internet

Release date: 2005-08-03

(a) Whoever knowingly uses a misleading domain name on the Internet with the intent to deceive a person into viewing material constituting obscenity shall be fined under this title or imprisoned not more than 2 years, or both.

(b) Whoever knowingly uses a misleading domain name on the Internet with the intent to deceive a minor into viewing material that is harmful to minors on the Internet shall be fined under this title or imprisoned not more than 4 years, or both.

(c) For the purposes of this section, a domain name that includes a word or words to indicate the sexual content of the site, such as "sex" or "porn", is not misleading.

(d) For the purposes of this section, the term "material that is harmful to minors" means any communication, consisting of nudity, sex, or excretion, that, taken as a whole and with reference to its context—

(1) predominantly appeals to a prurient interest of minors;

(2) is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material for minors; and

(3) lacks serious literary, artistic, political, or scientific value for minors.

(e) For the purposes of subsection (d), the term "sex" means acts of masturbation, sexual intercourse, or physcial [1] contact with a person's genitals, or the condition of human male or female genitals when in a state of sexual stimulation or arousal.

---

[1] So in original. Probably should be "physical".

http://www4.law.cornell.edu/uscode/html/uscode18/usc_sec_18_00002252---B000-.html

9/5/2005

Appendix J

Exhibit M from BIPCO August 2002 Complaint with 'Everyone.Net' mentioned

SouthernNames.Com

The Free Southern Email Site

Why Use Southern Email?

Please Click Name to LOGIN or for New Email

Build Your Own Southern Web Site

Most of the names listed here may be available for a person to develop into a full web site.
For instance, SewSouthern.Com is both an email address, as well as a developing site.

Please email Sales@SouthernDomains.com or call 212-228-9763,if you wish to develop
one of these names into a web site.

ArtistSouth.Com	SouthernFlourists.Com
BassSouth.Com	SouthernGents.Net
BeausSouth.Com	SouthernGentry.Com
BellesSouth.Com	SouthernGirls.Net
BluesSouth.Com	SouthernGolfers.Com
BowlWeevils.Com	SouthernGrits.Net
BuildingSouth.Com	SouthernHair.Com
CottonSouth.Com	SouthernHers.Com
DeltaStates.Com	SouthernHis.Com
Football South.Com	SouthernIceTea.Com
GentsSouth.Com	SouthernKountry.Com

HerSouth.Com	SouthernMale.Com
HisSouth.Com	SouthernMechanics.Com
KitchensSouth.Com	SouthernMisses.Com
LadiesSouth.Com	SouthernMistresses.Com
LadySouth.Com	SouthernMoms.Com
LightMyFyre.Com	SouthernMrs.Com
MoultriePackers.Com	SouthernMusicians.Com
MrsSouth.Com	SouthernPainters.Com
OldIronhead.Com	SouthernPecans.Com
PeanutsSouth.Com	SouthernPlanters.Com
ReenactSouth.Com	SouthernPlumbers.Com

RetailSouth.Com	SouthernPostal.Com
SewSouthern.Com	SouthernPoultry.Com
SoundsSouthern.Com	SouthernRednecks.Com
SouthernBacon.Com	SouthernRedneck.Com
SouthernBull.Com	SouthernRefs.Com
SouthernBusinesses.Com	SouthernRoads.Net
SouthernChivalry.Com	SouthernSpeak.Com
SouthernCoaching.Com	SouthernStallions.Com
SouthernCreole.Com	SouthernStud.Com
SouthernCultural.Com	SouthernTractors.Com
SouthernDJs.Com	SouthernTruckers.Com

SouthernDriving.Com	SouthernWriter.Com
SouthernEcology.Com	SportsSouth.Net
SouthernFarmers.Com	StylistsSouth.Com
SouthernFeed.Com	VetsSouth.Com
SouthernFemme.Com	WholesaleSouth.Com

Names not on this page can sometimes be obtained for people who want new names.
SouthernDomains makes no guarantees about other name availability.
People who already own domain names and want to have similar email set up at SouthernDomains should email:

sales@southerndomains.com

Other professional and governmental names may be available later although not necessarily for free.

Current Reports & Columns

SouthernTalk.Com, a Chat Room Fall 2000

Advertisement

For Domain Name Purchasing and Selling Please Contact Us: 212-228-9763 Sales@southerndomains.com

Sale Prices: Please See Each Domain 5% Down Terms Negotiable

Main Page	Southern Real	Southern Financial	Southern County	Southern Culture	Southern Business	Southern Professional	Other Southern
	Estate Portal Web Site	Portal Web Site	Portal Web Site	Domain Names	Domain Names	Domain Names	Domain Names

Disclaimer:
LinkExchange

Exhibit M J

http://www.southerndomains.com/mail/southnames.html
8/12/02

SouthernNames.Com

The Free Southern Email Site

BellesSouth.Com

BellesSouth.Com Email Login

Password

Login

New users **sign up**!

Back to Main Mail Page

Southern Land Auctions

SouthernTalk.Com,
a Chat Room
Spring 2001

For Domain Name Purchasing and Selling
Please Contact Us:

Sales@southerndomains.com

Main Page	Southern Real Estate Portal Web Site	Southern Financial Portal Web Site	Southern County Portal Web Site	Southern Culture Domain Names	Southern Business Domain Names	Southern Professional Domain Names	Other Southern Domain Names

Disclaimer:
All domain names subject to prior sale. SouthernDomains.com attempts to respect the legal rights of others. However, it is not possible to investigate whether any particular domain offered is similar to a registered trademark or service mark. All buyers should conduct such investigations as may be appropriate to their circumstances in buying and using any domain name. SouthernDomains attempts to follow the policies established by ICANN for domain name registration and to obey all applicable laws regarding the registration and use of domain names

LinkExchange

Join BellesSouth.com Now!

User Name ____@BellesSouth.com Login Information

Password must be at least 6 characters long

Select your user name for your account Example: john@ BellesSouth.Com

Password: _____

Re-enter Password: _____

Password Question: _____

We use the password question and answer to verify your identity

Password Answer: _____

First Name: _____

Last Name: _____

Street Address _____

City: _____

State: Choose one ____

Province/Territory: ___
(If Outside of U.S.)

Zip or Postal Code: ___

Country: Choose one___

Contact Information
Your privacy is important to us. We are committed to keeping your information safe and secure. Please read our Privacy Policy to learn more.

Old Email Address ___ Have A New Email Address?

Optional: Entering your old email address registers you with the Return path. See right-->

Birthday: Month Day Year

Gender: Male Female

Household Income:

Choose One___

Occupation: Choose One__

Industry: Choose One__

Enter your old (or alternate) email address to register with Return Path, a FREE service that helps your personal and online contacts find you at your current email address.

Have you made an online purchase within the past year?

Yes No

Can we contact you occasionally about your service and special offers?

Yes No

My Interests:

Everyone.Benefits!tm

We offer our Everyone.Benefits! members free offers, news, promotions and

__Automotive	__Books & Magazines	Chances to win great prizes!Let us know your interests and sign up today!
__College	__Computer Hardware	
__Consumer Electronics	__Finance & Investing	
__Free Stuff	__Games	
__Loans & Credit Cards	__Music & MP3	
__ Recreation & Sports	__Shopping	
__Small Business	__Software	
__Travel & Leisure	__Women & Family	

By submitting this form, you indicate that you agree to the End User Agreement and the Privacy Policy.

Continue

Everyone.Benefits! is a FREE service that provides you with exciting special offers, discounts, news, promotions, information, and other valuable offers. From time to time, BellesSouth.Com and Everyone.net may also occasionally contact you about service. By selecting "Yes" to "Contact me occasionally about my service and special offers" or selecting any of the interest categories, you will automatically be subscribed as an Everyone.Benefits! member.

Appendix K

June 23, 2003 Proposed Settlement Agreement from BIPCO, with extreme secrecy from Lisa Furganic to Patrick Cork

KILPATRICK STOCKTON LLP
Attorneys at Law
Suite 2800 1100 Peachtree St
Atlanta GA 30309-4530
[404] 815-6500 f 404 815 6555
www.KilpatrickStockton.com

direct dial 404 815 6164
direct fax 404 541 6555

LFurjanic@KilpatrickStockton.com

June 25, 2003

VIA FED EX

Patrick C. Cork, Esq.
Cork & Cork
700 N. Patterson Street
Valdosta, GA 31601

Re: BIPCO v. Norman; Proposed Settlement Agreement
Our File: 51090/274055

Dear Patrick:

Enclosed is a proposed settlement agreement incorporating the terms we have discussed. Please review this agreement and, if the terms are acceptable, have your client sign the agreement and return it to us as soon as possible.

Please feel free to contact us with any questions.

Sincerely,

s/sLisa Furjanic
Lisa Furjanic

Enclosure

cc: Michael Bishop, Esq.
Stephen M. Schaetzel, Esq.
ATLLIB01 1542435.1

CONFIDENTIAL SETTLEMENT AGREEMENT

This is a settlement agreement (Agreement") between BellSouth Intellectual Property Corporation ("BIPCO") and Dr. Reuben Norman ("Norman")made effective this _____ day of _____, 2003 ("Effective Date"). In this agreement, BIPCO and Norman are collectively referred to as the "Parties".

WHEREAS, BIPCO is the owner of the famous BELLSOUTH trademark, as well as a family of other marks incorporating the term "BELL";

WHEREAS, Norman has registered the domain names <bellessouth.com> and <bellessouthern.com> ("Domains") and has used the domain name <bellessouth.com> in connection with email services (the "Services");

WHEREAS, Norman registered the Domains and used the <bellesssouth.com> domain name without the permission or authorization of BIPCO, in connection with the sale and offer for sale of the Services;

WHEREAS, BIPCO contends that the Domains incorporate or otherwise infringe the trademarks owned by BIPCO;

WHEREAS, BIPCO instituted Civil Action No. 1:02-cv-2231 in the United States District Court for the Northern District of Georgia against Norman, alleging trademark infringement, trademark dilution, cybersquatting and unfair competition (the "Civil Action"); and

WHEREAS, The Parties desire to resolve the dispute between them;

NOW THEREFORE, in consideration of the undertakings and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Immediately upon the Effective Date of this Agreement, Norman shall discontinue the use of: (1) any designation containing any variation of the term "BELL" or "BellSouth"; (2) any term confusingly similar to "Bell" or "BellSouth"; and (3) any term similar in sight, sound, or commercial impression to "Bell" (e.g., "belle', "bel", etc.) in combination with any variation of the term "South" (including but not limited to the Domains) as part of any name, mark, or domain name;

2. Within ten (10) days after the Effective Date of this Agreement, Norman shall effect a full transfer of the Domains. Such transfers shall be executed in the form required by the registrar for the transfer of the Domains, and Norman agrees to provide such other and further assignments, instruments and documents necessary to effect transfer of ownership of the Domains to BIPCO.

3. Within fifteen (15) days of the Effective Date of this Agreement, Norman shall destroy all tangible material (such as stationery, business cards, forms, fliers, coupons, etc.) on which any designation containing any variation of the terms "bell" and "south" appears (including but not limited to the Domains), and delete

all references to a designation containing any variation of the terms "bell" and "south" (including but not limited to the Domains) on any website owned and/or operated by Norman.

4. Norman covenants that he will not, either himself or in connection with any other person or entity; (a) register any domain names which incorporate any trademark, service mark, or trade name, or any colorable imitation thereof owned by BIPCO; or (b) register any domain names which contain any variation of the term "Bell," the term "BellSouth" or any other name containing the terms "Bell" and "South"; and; (c) otherwise infringe on any of BIPCO's marks.

5. Within fifteen (15) days of the Effective Date of this Agreement, Norman shall provide BIPCO with a list of all domain names owned by him or any corporation of which he is an officer. If any of these domain names are potentially infringing on any of BIPCO's marks, BIPCO shall retain the right to pursue legal remedies regarding these previously unknown domain names.

6. Within fifteen (15) days after BIPCO has received proof that the above conditions have been satisfied, the Parties jointly will file a Consent Order and Permanent Injunction with the court reflecting fulfillment of such conditions and dismissing the Civil Action. Upon execution of the Consent Order and Permanent Injunction, BIPCO will present Norman with a check in the amount of $200.00.

7. Norman acknowledges and agrees that if Norman breaches any provision of this Agreement or

otherwise infringes the intellectual property rights of BIPCO, BIPCO will suffer irreparable injury which will be difficult to quantify with exact precision. Therefore, the Parties agree that should Norman breach any provision of this Agreement or otherwise infringe the intellectual property rights of BIPCO, Norman will pay to BIPCO liquidated damages in the amount of $20,000.00 to compensate BIPCO for the damages BIPCO would suffer in such circumstances.

8. The terms and obligations of this Agreement shall bind and inure to the benefit of the Parties, their respective past and present officers, directors, partners, agents, employees, attorneys, heirs, assigns, parents, subsidiaries, affiliates, representatives, predecessors and successors. All references in this agreement to the Parties or any one of them include their respective past and present officers, directors, partners, agents, employees, attorneys, heirs, assigns, parents, subsidiaries, affiliates, representatives, predecessors and successors.

9. Norman will keep the fact and terms of this agreement strictly confidential.

10. The validity, performance, construction, interpretation, enforcement, and effect of this Agreement shall be governed by and enforced in accordance with the substantive laws of the State of Georgia. The Agreement is a fully negotiated document and shall be deemed to have been jointly drafted by the Parties, and therefore shall not be more strictly construed against any party as the draftsman.

11. This agreement contains the entire understanding and complete agreement of the Parties with respect to the circumstances, matters, events and transactions arising out of or relating to the registration and use of the Domains and all understandings or agreements reached between the Parties are merged into this Agreement. However, nothing in this Agreement shall discharge Norman of his duty to pay costs to BIPCO as ordered by the Court.

12. No amendment or modification of this Agreement is valid or binding upon the Parties unless made in writing and executed by the Parties.

13. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this agreement by their duly authorized representatives on the date first above written.

DR. REUBEN NORMAN

_____

_____

Date:_____

Name:_____

BELLSOUTH INTELLECTUAL
PROPERTY CORPORATION

Title:_____

Date:_____

ATLLIB01 1523547.1

Appendix L

'3littlepig.com' whois to Ultimate Search, adult pornography Web links to 'pen-sdance.com' other adult sites, October 12, 2003

3littlepig.com Sun, 12 Oct

::::::::::::::::::::::::::::::::::::

More Categories

.Adult
.Viagra
.Impotence
.Personals
.Phone Sex
.Escorts
.Condoms
.Aphrodisiacs
.Adult Toys
.Adult Webmasters
.Adult DVDs
.Babe
.Gay
.Adult Hosting
.Fetish
.Lingerie
.Porn
.Free Porn
.Hardcore
.Bondage
.Live Sex

:porn : :Go :

http://www.3littlepig.com/ 10/12/2003

Sponsored links for PORN

1. How To Cheat Adult Websites By Getting In Free!
Lesson # : Don't Pay for Porn When You Can Get It For Free. Our onli teaches you a quick, easy way to gain free access to Top Adult Paysite minutes.
www.free-adult-passes.net

2. 89.com
Adult Sex Directory- 100% Free XXX
www.89.com

3. FREE PORN - Requires Only a VALID Email Address!
Submit your email address & reply to the confirmation for free instant thousands of hardcore pictures, videos, live sex shows, personals & m card, downloads, or hidden charges of any kind, and your membership n
www.penisdance.com

4. The Best Porn - $1.95 Trial
Great Porn Movies, 100,000 hardcore videos, 80,000 pictures, live sex unique adult services. The net's highest rated adult member's club site.
findwhat.adultcinema.org

5. IFRIENDS: PORN ($1 Lifetime W/c.card)
Looking for live XXX home-based webcams
featuring "Porn"? Surf iFrie
dollar! It's like Cu-SeeMe on Steroids A
...NetMeeting, with At itude. Se live
videochats. Not just chat ... VideoChat.
Only @ iFriends.
apps.webpower.com

6. Simply Hot, Fantastic Sex, Erotica & Porn
Extreme Blowjobs, Shaft Licking, Ball
Sucking, Facials, Tit Fucking, Hu
Sex Mad Latina's, Orgies, & Great Fucking In
Every Way. Live Chat & \
Membership No Credit Card Completely Anonymous
www.sexglamour.com

7. Must Enter Your Valid Email To Access!
Welcome to the only "True XXX" sex site online
today that you can ac with your valid
email address! No Softcore Sex Here!
PROMISE No C Needed!
www.free-sex-page.com

8. Action-DVD
ActionDVD.com: over 10,000 of adult DVDs
at the lowest prices, over

XML Powered
Whois Source sponsored in part by
Domain Sponsor.com

Whois Source | Mark Alert | Internet Statistics | Domain News | Whois Directory | Webmaster Information | XML API Partners | Registry Partners | Newsletter | About us

Reverse IP - Bulk Check - Preferences - Remote Search - Shopping Cart - Logout

Domain: 3littlepig.com
Cache Date: 2003-10-23
Registrar: Melbourne IT, LTD.D/B/A INTERNET NAMES WORLDWIDE

Domain Name.....3littlepig.com
Creation Date.....2002-11-21
Registration Date...2002-11-21
Expiry Date.....2003-11-21
Organisation Name.....Ultimate Search
Organisation Address.. GPO Box 7862
Organisation Address..
Organisation Address.. Central
Organisation Address.. NA
Organisation Address.. HK
Organisation Address.. HONG KONG

Admin Name.....DNS Support
Admin Address..... GPO Box 7862
Admin Address..
Admin Address..... Central
Admin Address.. .....NA
Admin Address..... HK
Admin Address..... HONG KONG

Admin Email.....dsn@ultsearch.com
Admin Phone.....852 2537 9677
Admin Fax.....

Tech Name.....DNS Support
Tech Address..... GPO Box 7862
Tech Address.. ..
Tech Address..... Central
Tech Address.. .....NA
Tech Address..... HK
Tech Address..... HONG KONG
Tech Email.....dsn@ultsearch.com
Tech Phone.....852 2537 9677
Tech Fax.....
Name Server.....ns1.ultsearch.com
Name Server.....ns2.ultsearch.com

ultsearch.com L2

http://whois.sc/whois.sc-history/?domain=3littlepig.com
&vol=2&date=2003-10-23&email=rlnorman...
9/10/2005

XML Powered Thanks for keeping us banner free

Reverser IP Lookup

Member Area>Reverse IP Lookup
User:rlnorman@beaussouth.com

6709 domains found on 213.130.63.232
search is limited to first 100 results.

WebSite

www.0-free-porn.com
www.0-teen-sex-pics.com
www.000111onlinecasino.com
www.000333casino.com
www.000777casinoonline.com
www.000adultfantasy.com
www.007girls.net
www.00casino.com
www.0800casinos.com
www.0casino.com
www.0censura.com
www.0costsex.com
www.0nlinebabes.com

www.0nlinepom.com
www.0nlineporno.com
www.0nlineteens.com
www.0nlinexxx.com
www.1-adult-cartoons-and-hentai-sex-pics.com
www.1-adult-sex-sites.com
www.1-asian-sex-and-nude-babes.com
www.1-blackjack-gambling-online.com
www.1-free-erotic-sex-stories.com
www.1-great-online-casino.com
www.1-internet-casino-online.com
www.3dteens.com
www.3littlepig.com

Enter the IP address (or hosthame) of a webserver:
IP Address: 213.130.63.232

IP Search

Need IP Privacy? Delisting service available.

Service of Nameintelligence
Name Intelligence>> Whois Source

Copyright c 1999-2003 Name Intelligen-
All rights re

3littlepig.com RN

L3 L4
http://whois.sc/members/reverse-ip.html?
Lookup=213.130.63.232 10/08/2003

Appendix M

Trace Map of Kilpatrick Stockton to Level3 IP address, circa 2003

Visualware **Visual Route Server** Dulles Virgini

eMailTrace
click to trac

VisualProfile
New Enterprise Edition now includes last mile delivery reporting. The last mile, or actual end-user response time, is the area where most Internet service delivery problems occur and traditionally has been the hardest area to measure reliably and effectively. The DesktopProfile feature provides a simple and unobtrusive means to report Web response time from the end-user perspective.

This VisualRoute server provides a graphical traceroute from this server to any other network device you choose, useful for pinpointing network connectivity problems and identifying IP addresses. To trace back to your computer, just press the button with your IP addresses below. To trace to any other network device, enter the host name or URL below and press Enter. For popup WHOIS information, download your own 15-day evaluation copy today! New v7 update now available.

VisualRoute
New Version 7
Troubleshoot
Internet
connectivity
problems and
identify the
geographic
location of web/ip
addresses.

Enter Host/URL: **kilpatrickstockton.com** Start Trace Stop
Show

Report for kilpatrickstockton.com [63.209.216.34]
Analysis 'kilpatrickstockton.com' was found in 12 hops
(TTL=117)

Hop	%	IP Address	Location Grap	Network
10		63.210.88.166		Level 3 Communications, Inc. LEVEL4-CIDR
11		63.210.88.18		Level 3 Communications, Inc. LEVEL4-CIDR
10		63.209.216.34		Level 3 Communications, Inc. LEVEL4-CIDR

Dulles
Atlanta

Appendix N

Jacqueline Gregorski, BIPCO lawyer, as user of Bellessouth.Com email at Everyone.Net

Everyone.Net RN

HOME MANAGE SERVICES MANAGE USERS

REPORTS ACCOUNT SUMMARY SUPPORT
User Management
<HELP>

C746813

Control Center Home > Manage Users > List User Accounts

Manage Users

List User Accounts

Reserve Login Name

Retrieve Demographics

Create Users

Send Mail

Create/Modify Aliases

Expire User Passwords

List User Accounts

List by:
Login, Last, First Delete
Login:
Last, First:
Account Type:
jackie
Gregorski, Jackie
Regular

[Suspend user]
Login:
Last, First:
Account Type:
jackie423
Gregorski, Jackie
Regular

[Suspend user]
Login:
Last, First:
Account Type:
rlnorman
norman, r
Regular

[Suspend user]
Login:

Last, First:
Account Type:
test1
smith, J
Regular

[Suspend user]

Displaying all of 4 delete

Click here to search again.

| Manage Services | Manage Users | Reports | Account Summary | Support | Logout |

© Everyone.net. All rights reserved. Privacy Policy

http://controlcenter.everyone.net/amc/usermgt/listusers.pl?action=listall N 8/22/2005

Appendix O

O. Web information on use of '12yearoldf--k.com, linking to patent lawyer

12yearoldfuck.com RN Search

Home Autos Computers Credit Debt Download
Education Employment Gambling Games Gifts
Internet Insurance Loans Real Estate Telecom T

CATEGORIES
Finance
Health
Software
Shopping
Mortgage
Electronics
Dating
Business
Books
Music
Movies
Poker

RELATED SEARCH
patent attorneys
tax lawyers
patent lawyer
types of lawyers
Louisiana lawyers
pro bono lawyers
immigration lawyers
law offices
family law lawyers
criminal defense lawyers
personal injury lawyers
elder law
patent office gov
patent paralegal jobs
los angeles lawyers
Baltimore lawyers
injury lawyers
trademark attorney
rose patent
trademark lawyer

Results for Patent Lawyers
Sponsored Listings:

Patent Lawyers Search information on Patent Lawyers Zimply.com

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Appendix P

P. C. A. Cigarrera Bigott Sucesores v. Ultimate Search, WIPO, Dec. 3, 2002 (bigot.com decision)- 1 page only

WIPO Domain Name Decision: D2002-0866

WIPO Arbitration and Mediation Center

ADMINISTRATIVE PANEL DECISION

C. A. Cigarrera Bigott Sucesores v. Ultimate Search

Case No. D2002-0866

1. The Parties

Complainant is Compañía Anónima Cigarrera Bigott Sucesores, C/O Rafael Silva/Alvaro López, Caracas, Venezuela. The Complainant is represented by Ricardo Antequera Hernández of Antequera, Parilli, Rodriguez & Asociados of Caracas, Venezuela.

Respondent is Ultimate Search of Central Hong Kong, SAR of China. The Respondent is represented by John B. Berryhill, Esq., of Dann, Dorfman, Herrell & Skillman, PC, Philadelphia, Pennsylvania, United States of America.

2. The Domain Name and Registrar

The domain name in dispute is <bigot.com>, registered with Network Solutions, Inc. (NSI) of Dulles, Virginia, United States of America.

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on September 16, 2002, by e-mail and on September 20, 2002, in hardcopy. In response to a September 23, 2002, notification by the Center that the Complaint was deficient, the Complainant filed an amendment to the Complaint on September 26, 2002, by e-mail and in hardcopy on October 1, 2002, correcting the Respondent's address, the remedy requested and inaccurate references to the disputed domain name. The Center verified that the Complaint together with the amendment to the Complaint satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the "Policy"), the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules"), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the "Supplemental Rules"). On September 18, 2002, the Center transmitted by e-mail to the registrar NSI a request for registrar verification in connection with the domain name at issue. On September 20, 2002, NSI replied that the disputed domain name registration is subject to the Policy.

In accordance with the Rules, Paragraphs 2(a) and 4(a), the Center formally notified the Respondent of the Complaint and this proceeding commenced on October 2, 2002. In accordance with the Rules, Paragraph 5(a), the due date for the Response was set for October 22, 2002. The Response was filed with the Center on that date.

Appendix Q

Q. Letter to Judge Martin from Norman, November 5, 2003 on pornography issues with BellSouth and Norman's lawyer's ineffectual counsel

November 5, 2003

Re: Civil Action No. 1:02-cv2231 BBM
Bell South Intellectual Property
Corporation v Norman

October 2, 2003 Joint
Consent Order and
Obstruction of Justice

Notes on Possible Amber Alert
Violations by
Ultimate Search viz:
3littlepig.com
100animalsex.com
zoodollars.com

Beverly Martin
Judge, United States District Court
2388 Richard B. Russell Federal Building
and United States Courthouse
75 Spring Street, S. W.
Atlanta, Ga 30303-3309

Dear Judge Martin:

November 3, 2003 was the first day in which the October 2 Joint Consent Order was made known to me by Patrick Cork.. On October 8, 2003 and October 10, 2003; I Fedexed letters to The Court, regarding the use of domain names for violations of Amber Alert. Has this Court received these letters?

Under the present circumstances, for The Court to compel me to accept Patrick Cork as my attorney any longer represents a gross violation of my most basic civil rights. I demand that he be dismissed immediately.

This entire legal process being utilized by Patrick cork, and Kilpatrick Stockton for BellSouth seems only to be a way of covering up a connection with Ultimate Search of Hong Kong by both plaintiff's lawyer and client. Ultimate Search has a vast number of adult domain names, which 'redirect' towards various adult pages. Ultimate Search also seems to be using child-like domain names for attracting minors to adult sites, in strict violation of the Amber Alert legislation. . The ongoing actions by BellSouth to cover up its connection with Ultimate Search through the domain name of 'southernbelle.net', represents obstruction of justice. As well Kilpatrick Stockton seems determined to hide its previous relationship with Level3.Net. Level3.net has a relationship with 'zoodollars.com'. For The Court to permit this process to continue, could be for The Court to be seen as suborning violations of Amber Alert..

At this time, The Court should seriously consider which of the federal authorities should be presented the Web evidence from defendant's October and November 2003 letters. My recommendation would be the Federal Bureau of Investigation, although state and local authorities could be interested in the possible obscenity issues, related to the presentation of adult and animal contact images. Kilpatrick Stockton seems to have moved away from Level3.Net as a major part of their email system, replacing Level3.Net with Epoch.Net, yet Level3 seems to have remained in the adult business, not simply providing

bandwidth for the transmission of adult images, but seemingly providing part of the Web hosting facilities for 'zoodollars.com'. If this Court is either unable or unwilling to present this evidence to the appropriate criminal justice authorities and simply allows BellSouth to wallow in legal technicality after legal technicality; then this Court could well be seen as itself part of the ongoing conspiracy to suborn pornography in violation of the Amber Alert legislation

My ongoing research into the relationship between BellSouth, Kilpatrick Stockton and Ultimate Search has produced new evidence showing a very large number of adult-level domain names. It is unlikely that Bellsouth is really concerned with The Court's time in all of this, but in trying to cover up a most egregious relationship. I will continue to write this material up and submit it to this Court.

Regards,

Reuben L Norman, Jr., Ph.D.

Enc: Amber Alert from Yahoo
Dns for 3littlepig.com to Ultimate Search
Web page results for 3littlepig.com
Dns for southernbelle to Ultimate Search
Dns for Zoodollars.com to Level3.Net
Level3.Net and Kilpatrick Stockton

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